# **Pay for Results Credit Repair Contract**

This Credit Repair Contract ("Contract") is entered into on this [date] by and between the Client, listed below, and Score CPR, the company providing the credit repair service.

**Client:** Name: [Client's Full Name] Address: [Client's Address] Phone: [Client's Phone Number] Email: [Client's Email Address]

**Services Provided:** Score CPR agrees to provide the following services to the Client:

- 1. Evaluate Client's current credit reports as listed with credit reporting agencies.
- 2. Identify inaccurate, erroneous, false, or obsolete information in Client's credit reports.
- 3. Prepare correspondence to dispute inaccurate, erroneous, false, or obsolete information in Client's credit reports.

Fees and Payment: The Client agrees to pay Score CPR the following fees:

- 1. Initial audit and document preparation fee: \$199
- 2. The amount due <u>per item</u> removed or repaired <u>per credit reporting agency (CRA)</u> at the end of each round is:
  - a. \$25 per Demographic Data (Name, address, DOB, Social)
  - b. \$25 per Inquiry
  - c. \$50 per Collection/Charge-Off/Late Payment/Repossession/Child Support
  - d. \$100 per Public Record/Judgement/Bankruptcy/Foreclosure/Tax Lien/Short Sale
- 3. Certified Letter fee: \$7 per certified letter if needed

Total for credit repair services is capped at \$1499 plus the certified letter fees if needed.

\*\*\*In addition, Score CPR offers an optional Pay for Delete service, where Score CPR will negotiate with Client's creditors for immediate full or partial payment of debt in exchange for deletion of account with the credit reporting agencies. If successful, payment for this service is \$100 per creditor. \*\*\*

**Term and Termination:** This Contract shall commence on the date first written above and shall continue for a period of 6 months unless terminated earlier by either party. Either party may terminate this Contract by providing written notice to the other party at least 10 days prior to the termination date. If terminated early, the client will still owe for all items removed or repaired.

### **Client Obligations:** The Client agrees to:

- 1. Open a Credit Monitoring account at Smart Credit, at the client's expense, for the duration of service with Score CPR.
- 2. Provide Score CPR with Smart Credit login credentials and authorize Score CPR to use the client's Smart Credit account to track credit monitoring
  - a. [Username]
  - b. [Password]

- Provide all creditor and credit reporting agency correspondence to Score CPR.
- 4. Cooperate with Score CPR in resolving credit issues.
- 5. Make timely payments to Score CPR for services rendered.

#### **Client Authorization:**

- Client Authorizes Score CPR to write, send, receive, sign and perform all actions on Client's behalf as necessary to update information in Client's credit reports. Instruments of any nature shall be used as necessary in the exercise of the rights and powers herein granted.
- 2. Client authorizes Score Credit to share Client's credit, dispute and correspondence information with the following individuals or entities:
  - a. McCarthy Law PLC
  - b. [Affiliate/Referral Partner]
- Client releases Score Credit and its employees from all matters of action, causes of action, suits, proceedings, claims, damages, and demands whatsoever in law or equity, for or by any reason or cause regarding this contract.

**Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Missouri

DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE RECEIVED AND READ THE INFORMATION STATEMENTS AND NOTICES OF CANCELLATION REQUIRED BY STATE AND FEDERAL LAW, EVEN IF OTHERWISE ADVISED. BY SIGNING THIS CONTRACT YOU ACKNOWLEDGE RECEIPT OF THESE DISCLOSURES PRIOR TO THE TIME OF SIGNING AND AGREE TO THE TERMS OF THE CONTRACT.

YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION AT ANY TIME BEFORE MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE ON WHICH YOU SIGNED THIS CONTRACT. SEE THE ATTACHED NOTICE OF CANCELATION FORM FOR AN EXPLANATION OF THIS RIGHT.

### Signatures:

[Client's Printed Name]: [Client's Signature] Date: [Date]

[Company Representative's Printed Name] [Company Representative's Signature] Date: [Date]

Company Name: Score CPR

Principal Address: 210 SW Market St., Suite 226, Lee's Summit, MO 64063

Registered Agent: Kurt Polzin

Address of Agent: 210 SW Market St., Suite 226, Lee's Summit, MO 64063

# CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any 'credit repair' company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact: The Public Reference Branch, Federal Trade Commission, Washington, D.C. 20580

#### INFORMATION STATEMENT REQUIRED UNDER MISSOURI LAW

Score CPR has complied with subdivision 1 of Missouri section 407.638 to get a \$10,000 bond in favor of the state of Missouri for the benefit of any person damaged by any violation of sections 407.635 to 407.644.

The bond was obtained by Surety bonds.com address 803 E. Walnut st., 5th floor, Columbia, MO 65201. Any person claiming against the bond or surety account for a violation of sections 407.635 to 407.644 may maintain an action at law against the credit services organization and against the surety or trustee. The surety or trustee shall be liable only for damages awarded under subdivision (1) of subsection 1 of section 407.644 and not the punitive damages permitted under that section. The aggregate liability of the surety or trustee to all persons damaged by a credit services organization's violation of this chapter may not exceed the amount of the surety account or bond.

BY SIGNING BELOW, CLIENT HEREBY ACKNOWLEDGES RECEIPT OF CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW AND INFORMATION STATEMENT REQUIRED UNDER MISSOURI LAW BEFORE ANY CONTRACT OR AGREEMENT BETWEEN THE CLIENT AND SCORE CPR IS EXECUTED.

[Client's Printed Name]: [Client's Signature] Date: [Date]

# NOTICE OF CANCELLATION

YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE DAYS AFTER THE DATE THE CONTRACT IS SIGNED. IF YOU CANCEL, ANY PAYMENT MADE BY YOU UNDER THIS CONTRACT WILL BE RETURNED WITHIN TEN DAYS AFTER THE DATE OF RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. TO CANCEL THIS CONTRACT, MAIL OR DELIVER A SIGNED DATED COPY OF THIS CANCELLATION NOTICE, OR OTHER WRITTEN NOTICE TO:

SCORE CPR AT 210 SW MARKET ST., SUITE 226, LEE'S SUMMIT, MO 64063
NOT LATER THAN MIDNIGHT (DATE). I HEREBY CANCEL THIS TRANSACTION.
DATE:
BUYER'S SIGNATURE:
NOTICE OF CANCELLATION
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